

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

U.S. Bank Trust, N.A. as Trustee for LSF8
Master Participation Trust

Plaintiff

vs.

Gregory R. Turner a/k/a Gregory Turner and
Laura A. Hamm a/k/a Laurie A. Hamm

Defendants

Washington Hancock Community Agency
Beneficial Maine, Inc.
Citibank (South Dakota) NA
Barclays Bank Delaware
Credit Acceptance Corporation

Parties-In-Interest

CIVIL ACTION NO: 1:19-cv-00087-JAW

RE:
11 Fremonts Corner a/k/a 11 Freemonts
Conner, Sullivan, ME 04664

Mortgage:
February 14, 2005
Book 4136, Page 169

JUDGMENT OF FORECLOSURE AND SALE

Address: 11 Fremonts Corner a/k/a 11 Freemonts Conner, Sullivan, ME 04664
Mortgage: February 14, 2005, Book: 4136, Page: 169

This matter came before the Court pursuant to the Default entered on April 25, 2019 against each of the named Defendants and Parties-in-Interest [ECF 20], Fed.R.Civ. P.55(b), this Court's Procedural Order dated April 13, 2020 [ECF 42], and the General Orders in response to the recent outbreak of Coronavirus Disease 2019 (COVID-19) in accordance with the *Pandemic/Infectious Disease Plan for the United State District Court for the District of Maine* (March 2020).

Plaintiff, U.S. Bank Trust, N.A. as Trustee for LSF8 Master Participation Trust ("U.S. Bank Trust"), was represented by John A. Doonan Esq.. None of the Defendants or other Parties opposed Plaintiff's Motion for Default Judgment of Foreclosure and Sale and Reformation of Address and Defendant, Gregory R. Turner a/k/a Gregory Turner, consented to the entry of

Judgment of Foreclosure and Sale.

All persons interested having been duly notified in accordance with the law, and after consideration of the Affidavits with supporting documentary evidence and Memorandum of Law in Support of Plaintiff's Motion for Default Judgment on Documentary Evidence, the Plaintiff's Motion for Default Judgment is GRANTED. Count II - Breach of Loan Repayment and Security Agreement, Count III - Breach of Contract, Money Had and Received, Count IV - Quantum Meruit, and Count V - Unjust Enrichment are hereby **DISMISSED** without prejudice at the request of the Plaintiff.

JUDGMENT on Count I - Foreclosure is hereby **ENTERED** as follows:

1. If the Defendants or their heirs or assigns pay U.S. Bank Trust, N.A. as Trustee for LSF8 Master Participation Trust ("U.S. Bank Trust") the amount adjudged due and owing as of July 13, 2020 (attorney's fees and deficiency are waived) (\$168,541.83) within 90 days of the date of the Judgment, as that time period is calculated in accordance with 14 M.R.S.A. § 6322, U.S. Bank Trust shall forthwith discharge the Mortgage and file a dismissal of this action on the ECF Docket. The following is a breakdown of the amount due and owing:

Description	Amount
Unpaid Principal Balance	\$86,010.85
Interest	\$1,779.23
Escrow Advances	\$4,131.89
Defer Mod Interest	\$58,040.10
Defer Paid Expenses	\$5,864.53
Defer Fees	\$3,014.13
Defer Escrow	\$9,790.44
Less Unapplied Funds	\$-89.34
Grand Total	\$168,541.83

2. If the Defendants or their heirs or assigns do not pay U.S. Bank Trust the amount adjudged due and owing (\$168,541.83) within 90 days of the judgment, as that time period is calculated in accordance with 14 M.R.S.A. § 6322, their remaining rights to

- possession of the Sullivan Property shall terminate, U.S. Bank Trust shall conduct a public sale of the Sullivan Property in accordance with 14 M.R.S.A. § 6323, disbursing the proceeds, first to itself in the amount of \$168,541.83 after deducting the expenses of the sale, with any surplus to be disbursed pursuant to Paragraph 5 of this Judgment, and in accordance with 14 M.R.S.A. § 6324. U.S. Bank Trust may not seek a deficiency judgment against the Defendants pursuant to the Plaintiff's waiver of deficiency in its Motion.
3. Pursuant to 14 M.R.S.A. § 2401(3)(F), the Clerk, if requested, shall sign a certification after the appeal period has expired, certifying that the applicable period has expired without action or that the final judgment has been entered following appeal.
 4. The amount due and owing is \$168,541.83 as of July 13, 2020.
 5. The priority of interests is as follows:
 - U.S. Bank Trust, N.A. as Trustee for LSF8 Master Participation Trust has first priority, in the amount of \$168,541.83, pursuant to the subject Loan Repayment and Security Agreement and Mortgage.
 - Washington Hancock Community Agency who has been defaulted.
 - Beneficial Maine, Inc. who has been defaulted.
 - Citibank (South Dakota) NA who has been defaulted.
 - Barclays Bank Delaware who has been defaulted.
 - Credit Acceptance Corporation who has been defaulted.
 - Gregory R. Turner a/k/a Gregory Turner and Laura A. Hamm a/k/a Laurie A. Hamm, who have been defaulted.
 6. The pre-judgment interest rate is 1.00000%, *see* 14 M.R.S.A. § 1602-B, and the post-judgment interest rate is 8.59%, *see* 14 M.R.S.A. §1602-C.

7. The following information is included in this Judgment pursuant to 14 M.R.S.A. § 2401(3):

	PARTIES	COUNSEL
PLAINTIFF	U.S. Bank Trust, N.A. as Trustee for LSF8 Master Participation Trust 60 Livingston Avenue St. Paul, MN 55107	John A. Doonan, Esq. Reneau J. Longoria, Esq. Doonan, Graves & Longoria, LLC 100 Cummings Center Suite 225D Beverly, MA 01915
DEFENDANT	Laura A. Hamm a/k/a Laurie A. Hamm 250 Griffin Road Apt. 701 Bangor, ME 04401	Defaulted
	Gregory R. Turner a/k/a Gregory Turner 17 Thorsen Road Hancock, ME 04640	Defaulted
PARTIES-IN-INTEREST	Washington Hancock Community Agency c/o Registered Agent, Mark Green 7 VIP Drive Machias, ME 04654	Defaulted
	HSBC Finance Corporation f/k/a Beneficial Maine Inc. 1421 West Shure Drive, Suite 100 Arlington Heights, IL 60004	Defaulted Daggett, Jr., Edwin R. P.O. Box 10189 Portland, ME 04104

CitiBank, N.A. f/k/a CitiBank Defaulted
(South Dakota), N.A.
701 East 60th Street North
Sioux Falls, SD 57104

Barclays Bank Delaware Defaulted
125 South West Street
Wilmington, DE 19801

Credit Acceptance Corporation Defaulted
c/o Corporation Service
Company Kimmel Beach & Fitzpatrick, P.A.
45 Memorial Circle 62 Portland Road, Suite 1
Augusta, ME 04330 Kennebunk, ME 04043

- a) The docket number of this case is No. 1:19-cv-00087-JAW.
- b) All parties to these proceedings received notice of the proceedings in accordance with the applicable provisions of the Federal Rules of Civil Procedure.
- c) A description of the real estate involved, 11 Fremonts Corner a/k/a 11 Freemonts Conner, Sullivan, ME 04664, to be reformed as 11 Fremonts Corner, Sullivan, ME 04664, is set forth in Exhibit A to the Judgment herein.
- d) The street address of the real estate involved is 11 Fremonts Corner a/k/a 11 Freemonts Conner, Sullivan, ME 04664. The Mortgage was executed by the Defendants on February 14, 2005. The book and page number of the Mortgage in the Hancock County Registry of Deeds is Book 4136, Page 169.
- e) This Judgment shall not create any personal liability on the part of the Defendants, but shall act solely as an in rem judgment against the property, 11 Fremonts Corner a/k/a 11 Freemonts Conner, Sullivan, ME 04664.

JUDGMENT ON COUNT VI-Reformation of Property Address is hereby

ENTERED as follows: Entry of the Judgment also reforms the property

description as found in the subject Mortgage to correct the scrivener's error in the

property address of 11 Fremonts Corner, Sullivan, ME 04664 and a description as attached hereto, as Exhibit A.

SO ORDERED.

DATED THIS 31st DAY OF July, 2020

/s/ John A. Woodcock, Jr.
JOHN A. WOODCOCK, JR.
UNITED STATES DISTRICT JUDGE